

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
MVK FARMCO LLC, <i>et al.</i> , ¹)	Case No. 23-11721 (LSS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 384 and 447

**NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON EXHIBIT A ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on January 4, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”), approving procedures for the assumption, assumption and assignment, and rejection of executory contracts and unexpired leases and granting related relief [Docket No. 447] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Exhibit A** attached hereto is hereby rejected effective as of the date set forth in **Exhibit A** (the “Rejection”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: MVK FarmCo LLC (5947); MVK Intermediate Holdings LLC (6016); Gerawan Farming LLC (1975); Gerawan Supply, Inc. (6866); Gerawan Farming Partners LLC (0072); Gerawan Farming Services LLC (7361); Wawona Farm Co. LLC (1628); Wawona Packing Co. LLC (7637); and GFP LLC (9201). The location of the Debtors’ service address is: 7700 N. Palm Ave., Suite 206, Fresno, CA 93711.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Date”), or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases and is *actually received* by the following parties no later than fourteen (14) calendar days after the date that the Debtors served this Notice: (i) the Debtors, MVK FarmCo LLC, 7700 N. Palm Ave., Suite 206, Fresno, California 93177; (ii) counsel to the Debtors, (A) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois, 60654, Attn.: Ryan Blaine Bennett (ryan.bennett@kirkland.com), Whitney Fogelberg (whitney.fogelberg@kirkland.com), Rob Jacobson (rob.jacobson@kirkland.com), and Dave Gremling (dave.gremling@kirkland.com) and (B) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Joseph M. Barry (jbarry@ycst.com), Kenneth J. Enos (kenos@ycst.com), and Andrew A. Mark (amark@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Rosa Sierra-Fox (rosa.sierra-fox@usdoj.gov); (iv) counsel to the Committee, (A) Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068, Attn.: Jeffrey D. Prol (jprol@lowenstein.com), Andrew D. Behlmann (abehlmann@lowenstein.com), Colleen M. Restel (crestel@lowenstein.com), and C. Patrick Thomas (cpthomas@lowenstein.com), (B) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn.: Bruce S. Nathan (bnathan@lowenstein.com) and Michael A. Kaplan (mkaplan@lowenstein.com), and (C) Gellert Scali Busenkell & Brown, LLC, 1201 North Orange Street, Suite 300, Wilmington, Delaware 19801, Attn.: Michael Busenkell

(mbusenkell@gsbblaw.com) and Michael Van Gorder (mvangorder@gsbblaw.com); (v) counsel to Wilmington Trust National Association, Covington & Burling LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn.: Ronald Hewitt (rhewitt@cov.com) and Martin Beeler (mbeeler@cov.com); (vi) counsel to Coöperatieve Rabobank U.A., White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Scott Greissman (sgreissman@whitecase.com), Andrew Zatz (azatz@whitecase.com), and Elizabeth Feld (efeld@whitecase.com); (vii) counsel to Metropolitan Life Insurance Company, (A) Morgan, Lewis & Bockius LLC, 101 Park Avenue, New York, New York 10178, Attn.: Glenn E. Siegel (glenn.siegel@morganlewis.com) and (B) Morgan, Lewis & Bockius LLC, 2222 Market Street, Philadelphia, Pennsylvania 19103, Attn.: Matthew C. Ziegler (matthew.ziegler@morganlewis.com); (viii) counsel to Compeer Financial, PCA, Compeer Financial, FLCA, AgCountry Farm Credit Services, PCA, AgFirst Farm Credit Bank and Farm Credit Bank of Texas, Moore & Van Allen PLLC, 100 North Tryon Street, Suite 4700, Charlotte, North Carolina 28202, Attn.: Luis Lluberas (luislluberas@mvalaw.com), Gabriel L. Matthless (gabrielmathless@mvalaw.com), Matthew K. Taylor (matthewtaylor@mvalaw.com), and Halee Smith (haleesmith@mvalaw.com); and (ix) counsel to the Royal Bank of Canada, (A) Sidley Austin LLP, 555 West Fifth Street, Los Angeles, California 90013, Attn.: Jennifer C. Hagle (jhagle@sidley.com), (B) Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019, Attn.: Leslie A. Plaskon (lplaskon@sidley.com), (C) Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn.: Allison Ross Stromberg (astromberg@sidley.com), and (D) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn.: Mark D. Collins

(collins@rlf.com) and David T. Queroli (queroli@rlf.com). Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the Debtors shall seek entry of the proposed form of order attached hereto as **Exhibit B**, and the rejection of each Contract shall become effective on the Rejection Date set forth in **Exhibit A**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.³

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the Rejection Date set forth in **Exhibit A** or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described in **Exhibit A** shall be deemed abandoned as of the Rejection Date.

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the entry of an order of the Court approving the rejection. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

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Dated: January 4, 2024
Wilmington, Delaware

/s/ Andrew A. Mark

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Kenneth J. Enos (Del. Bar No. 4544)
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Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A**Rejected Contracts**

Counterparty	Debtor Counterparty	Description of Contract¹	Abandoned Personal Property, if Applicable	Rejection Date
Stone Cold (CA) LP	Gerawan Supply, Inc.	Lease Agreement	N/A	January 4, 2024
Anjor Ranches LLC	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Central Ave Orchards, LLC	Wawona Packing Co. LLC	Agricultural Lease	N/A	January 4, 2024
Darrel E. and Lila M. Golbek Family Trust	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Darrel E. and Lila M. Goldbek Family Trust	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Denken Farms	Wawona Packing Co. LLC	Agricultural Lease (as amended)	N/A	January 4, 2024
Eugene Song	Wawona Packing Co. LLC	Lease Agreement	N/A	January 4, 2024
Gonzalo Arreola-Cruz	Wawona Packing Co. LLC	Lease	N/A	January 4, 2024
Happy Valley USA III LLC	Wawona Packing Co. LLC	Agricultural Lease	N/A	January 4, 2024
Harrison Family Trust of 1999	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Joyce E. Sward	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Lincoln Ave Farm LLC	Wawona Packing Co. LLC	Farm Lease	N/A	January 4, 2024
Ralfeia Alves Hall, Trustee	Wawona Packing Co. LLC	Agricultural Lease	N/A	January 4, 2024

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Counterparty	Debtor Counterparty	Description of Contract¹	Abandoned Personal Property, if Applicable	Rejection Date
Rodger C. Perry and Jacalyn R. Perry, Trustees of the Perry Family Revocable Living Trust Dated July 1, 2009	Wawona Packing Co. LLC	Agricultural Lease Agreement	N/A	January 4, 2024
Roel and Minerva Gonzalez	Wawona Packing Co. LLC	Farm Lease	N/A	January 4, 2024
Roger Allen Warkentin and Norma J. Warkentin, Trustees of the Warkentin Living Trust	Wawona Packing Co. LLC	Warkentin/Wawona Packing Agricultural Lease	N/A	January 4, 2024
Ronald and Loretta Snedegar	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
The Warren and Janet Sward-Sargent Joint Living Trust	Wawona Packing Co. LLC	Lease of Real Property	N/A	January 4, 2024
Thomas W. Burchell and Julie L. Burchell	Wawona Packing Co. LLC	Lease Agreement	N/A	January 4, 2024
William Peacock and Joanne Peacock	Wawona Packing Co. LLC	Lease of Real Property – Peacock Ranch	N/A	January 4, 2024

EXHIBIT B

Proposed Contract Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MVK FARMCO LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-11721 (LSS)
)
) (Jointly Administered)
)
) **Re: Docket No. 384 and 447**

**ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS [AND/OR UNEXPIRED LEASES]**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Assume or Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 447] (the “Contract Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Notice of Rejection of Certain Executory Contracts and Unexpired Leases* [Docket No. [●]] (the “Rejection Notice”) satisfies the requirements set forth in the Contract Procedures Order; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: MVK FarmCo LLC (5947); MVK Intermediate Holdings LLC (6016); Gerawan Farming LLC (1975); Gerawan Supply, Inc. (6866); Gerawan Farming Partners LLC (0072); Gerawan Farming Services LLC (7361); Wawona Farm Co. LLC (1628); Wawona Packing Co. LLC (7637); and GFP LLC (9201). The location of the Debtors' service address is: 7700 N. Palm Ave., Suite 206, Fresno, CA 93711.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Contract Procedures Order.

pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT

1. The Contracts set forth in **Exhibit 1** attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice.

2. Any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty or counterparties may, in their sole discretion and without further order of this Court, utilize and/or dispose of such property and, to the extent applicable, the automatic stay is modified to allow such disposition; *provided* that, to the extent requested by Contract counterparty, the Debtors shall be permitted to abandon the Abandoned Property to such Contract counterparty to facilitate such party's use or disposal of such Abandoned Property.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (i) the applicable deadline for filing proofs of claim established in these chapter 11 cases, and (ii) thirty (30) days after the entry of an order of the Court approving the rejection. If no proof of claim is timely filed, such claimant shall be forever barred from

asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1**Rejected Contracts**

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